

Revised Draft
OIR/PIRS:dgw - 12/6/56

Contract No. _____

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES
AND
THE SOCIAL SCIENCE RESEARCH COUNCIL AND THE
AMERICAN COUNCIL OF LEARNED SOCIETIES

MEMORANDUM OF AGREEMENT made this _____ day of _____
1956, by and between the Government of the United States of America
(hereinafter referred to as "the Government") acting through the
Department of State (hereinafter referred to as "the Department")
on the one hand, and on the other hand jointly the Social Science
Research Council, a corporation chartered under the laws of the
State of Illinois, having its principal office at 230 Park Avenue,
New York 17, N. Y., and the American Council of Learned Societies,
a corporation chartered under the laws of the District of Columbia,
having its principal office at 2101 R Street, N. W., Washington, D. C.
(hereinafter referred to as "the Contractors").

WHEREAS, the Government requires, for the use of the
Department of State and certain other agencies of the Government,
English-language translations of the content of newspapers and
periodicals published in the Soviet Union in the Russian language, and

WHEREAS, the Contractors are qualified and have expressed
their willingness to perform these translation services in a manner
acceptable to the Government,

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NCW, THEREFORE, IT IS MUTUALLY AGREED:

ARTICLE I

1. The Contractors undertake to provide the Department with English-language translations of Russian-language texts of articles published in current issues of newspapers, magazines and journals of the Soviet Union.

2. This service will be performed on behalf of the Contractors by the staff of the weekly publication, The Current Digest of the Soviet Press, 405 W. 117th St., New York, N. Y. (hereinafter referred to as "the Digest"), which is published under the joint auspices of the Contractors, the publisher being the Joint Committee on Slavic Studies, which is appointed by and represents the Contractors.

ARTICLE II

1. The Digest undertakes to provide translations from every Soviet publication to which it regularly has access and which the Department wishes to have included among the source materials. There is appended to this Agreement a list of Soviet publications to which the Digest was a subscriber as of November 15, 1956. The Digest undertakes to continue in force its subscriptions to all of the periodicals listed thereon. In every case in which an air-mail subscription can be placed, through direct and regular commercial channels, for a publication on this list, the Digest will place an air-mail subscription if requested to do so by the Department.

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2. In the case of publications which the Department wants included among the source materials but which are not available to the Digest through commercial subscription, the Department will provide the Digest during the period of this contract, with one or more copies of such publications, or portions thereof, without expense to the Contractors; provided, however, that if any publication to which the Digest was a subscriber as of November 15, 1956 (as shown on the appended list) should become unavailable to the Digest by commercial subscription and is subsequently provided to the Digest by the Department, the sums owed the Contractors by the Government will be reduced by an amount equal to the immediately prior cost of the Digest's commercial subscription to that publication.

3. Apart from the arrangements contemplated in the preceding paragraph, the Department undertakes to provide the Digest, during the period of this contract, with two copies of each issue of the English-language bulletin, Daily Review of the Soviet Press, which is published by the Soviet Government in Moscow and is not available by subscription elsewhere than in Moscow. The sums owed the Contractors by the Government will be reduced by the cost of one of the two subscriptions to this bulletin, the amount of reduction to be the lowest of the descending scale of multiple subscription rates charged by the publisher.

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ARTICLE III

1. The choice of material to be translated and the extent to which each translation shall be full or partial will be left to the discretion of the staff of the Digest, to the extent that the Department has not requested that general or specific emphases and priorities be applied to the selection process. When such requests for application of special emphases or priorities, including requests for translation of named articles, are made, the Contractors will be guided by them.

2. Cognizant of the fact that the services to be rendered by the Contractors under this contract are economically feasible only in terms of their complementary relationship to the process of publishing the weekly Digest, the Government undertakes to hold special requests to reasonable proportions, and, more particularly, not to request inclusion in any one week's production of translations of more than 10,000 words of specifically named articles.

3. The Department undertakes to arrange that the Digest shall receive requests, instructions and advice from only one office in Washington.

4. For their part, the Contractors, cognizant that speed and accuracy of translation are the essence of this agreement, undertake to apply to the work of translation the same standards

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of care and accuracy as are applied to the content of the Digest itself and to deliver completed translations to Washington as soon as possible following receipt in the Digest's offices of the source material, and in no event more than ten days after receipt.

ARTICLE IV

1. The services to be performed by the Contractors under this agreement will begin on or about January 1, 1957, and will terminate on December 31, 1957, it being understood that the Department's obligation to make payments to the Contractors for services performed subsequent to June 30, 1957, is contingent upon funds being made available for that purpose by the Congress.

2. Subject to the contingency stated in the preceding paragraph, the Department will pay the Contractors for these services at the rate of two cents (\$0.02) per English word of translations delivered to the Department in accordance with standards and procedures specified elsewhere in this agreement. The first payment will become due upon delivery of a cumulated total of 180,000 (one hundred and eighty thousand) words. Subsequent payments will become due as successive cumulative units of 180,000 words are delivered to the Department. However, payment for a cumulated total less than or greater than 180,000 words may be made in the Government's discretion if circumstances require. Any sums owed to the Government by the Contractors

for the services specified in Article II (paragraphs 2 and 3) of this

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payment will be deducted from the last payment made by the Government for services rendered by the Contractors prior to April 1, 1957, and from the last payment made by the Government for services rendered by the Contractors between April 1, 1957 and December 31, 1957.

3. Billings shall be made on the Government's Standard Form 1034 and 1034a, properly certified and submitted in triplicate (one original and two memorandum copies) to the Chief, Original Rate and Staff, Department of State.

4. The certification and submission of bills shall be done by an authorized officer of the Social Science Research Council on behalf of both Contractors, and payment by the Department of State shall discharge the Department's financial obligations to both Contractors.

5. It is the intent of the Contractors and the Government that deliveries of completed translations shall average 100,000 words per week. Accordingly, the Government's obligation to pay the Contractor for these services shall be based on a rate of \$11,100 for the 26 week period of the contract beginning July 1, 1957, and on the same amount for the 26 week period beginning January 1, 1958.

ARTICLE V

The Government and the Contractor agree to reserve respectively the right to terminate this Agreement and to give 30 days notice in writing to the other party.

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ARTICLE VI

1. The translations, in final edited form, shall be delivered to the Department on duplicating stencils of a generally available brand, size and type to be specified by the Government. The texts shall be typed in single-spacing with wide margins set to provide space for an average of ten words per line. In the top right hand corner of each stencil shall be typed the date the stencil was typed and a page number cumulative by calendar months, viz.

2/22/57

page 197, Feb.

In other respects (heading of items, indications of source publications and authors, original pagination, whether full or condensed text and length of original text) the format and editorial style shall correspond to those used in the Current Digest of the Soviet Press.

ARTICLE VII

1. The translations produced by the Digest under the terms of this agreement shall be the property of the Government.

2. The Government grants the Contractors the privilege of publishing the translations in the Current Digest of the Soviet Press.

3. No other use or distribution shall be made of the translations by the Contractors without the consent of the Government.

4. It is expressly understood that the Contractors will not

regularly provide copies of the translations to any person or

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institution other than those specified by the Department unless the Department's agreement has been obtained in writing in advance.

5. The copyright which applies to the contents of the Digest shall not operate against the right of the Government freely to reproduce and distribute within the Government any or all of the translations provided by the Contractors.

6. The Contractors shall hold and save the Government, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition.

ARTICLE VIII

1. The Contractors shall, in the performance of their obligations hereunder, comply with all applicable Federal and State laws, rules and regulations which deal with or relate to the employment by the Contractors of the employees necessary for such performance.

2. In connection with the performance of work under this Contract, the Contractors agree not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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3. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE IX

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractors. Within 30 days from the date of receipt of such copy, the Contractors may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary of State and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall be final and conclusive; provided, that if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive.

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In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

ARTICLE X

Pursuant to the provisions of the Assignment of Claims Act of 1940 (31 U.S. Code 203, 41 U.S. Code 15), if this Contract provides for payments aggregating \$1,000.00 or more, claims for money due or to become due the Contractors from the Government under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

ARTICLE XI

No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

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ARTICLE XII

1. The Contractors agree that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractors involving transactions related to this contract.

2. The Contractors further agree to include the following provision, with appropriate insertions, in all their subcontracts hereunder: (Name of Subcontractor) agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under prime contract (contract symbol and number) between the United States of America and (Name of Contractor) have access to and the right to examine any directly pertinent books, documents, papers and records of (name of subcontractor) involving transactions related to this contract.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

FOR THE CONTRACTORS:

FOR THE GOVERNMENT
OF THE UNITED STATES

SOCIAL SCIENCE RESEARCH
COUNCIL, INC.

DEPARTMENT OF STATE

Name

Title

AMERICAN COUNCIL OF
LEARNED SOCIETIES, INC.

Name

Title

ANNEX

PUBLICATIONS RECEIVED BY SUBSCRIPTION BY
THE CURRENT DIGEST OF THE SOVIET PRESS
NOVEMBER 1956

Central newspapers:

Gudok
Izvestia
Komsomolskaya pravda
Krasnaya zvezda
Literaturnaya gazeta
Meditainsky rabotnik
Pravda
Selskoye khozyaistvo
Sovetskaya kultura
Sovetskaya trgovlya
Sovetsky sport
Trud
Uchitelskaya gazeta
Vedomosti Verkhovnoye Soveta SSSR

Republic newspapers:

Armenia--Kommunist
Azerbaidzhan--Bakinsky rabochy
Belorussia--Sovetskaya Belorussia
Estonia--Sovetskaya Estonia
Georgia--Zarya Vostoka
Kazakhstan--Kazakhstanskaya pravda
Kirgizia--Sovetskaya Kirgizia
Latvia--Sovetskaya Latvia
Lithuania--Sovetskaya Litva
Moldavia--Sovetskaya Moldavia
Russia--Sovetskaya Rossia
Tadzhikistan--Kommunist Tadzhikistana
Turkmenia--Turkmenskaya iskra
Ukraine--Pravda Ukrainy
Uzbekistan--Pravda Vostoka

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Magazines:

Bloknot agitatora
Finansy SSSR
Izvestia Vsesoyuznovo geograficheskovo obshchestva
Kommunist
Krokodil
Molodoi Kommunist
Ogonyok
Partiinaya zhizn
Planovoye khozyaistvo
Semya i shkola
Sovetskaya etnografia
Sovetskaya muzyka
Sovetskaya pedagogika
Sovetskaya pechat
Sovetskiye profsoyuzy
Sovetskoye gosudarstvo i pravo
Teatr
Vestnik Moskovskovo universiteta. Seria obshchestvennykh nauk
Vestnik vysshei shkoly
Vneshnyaya trgovlya
Voprosy ekonomiki
Voprosy filosofii
Voprosy istorii
Zhurnal Moskovskoi Patriarkhii
: Novy mir
: Oktyabr
literary monthlies : Znamya
: Zvezda
: Inostrannaya literatura